

INTERGOVERNMENTAL AGREEMENT
North Portland Road and Columbia Boulevard Intersection Development
City of Portland
Portland Urbanized Area Metropolitan Planning Organization

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," the CITY OF PORTLAND acting by and through its elected officials, hereinafter referred to as "Agency," and METRO, acting by and through its designation as the Portland Urbanized Area Metropolitan Planning Organization," hereinafter referred to as "METRO," together referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. METRO, an independent public agency not in the employ of State, is the designated Metropolitan Planning Organization for the Portland Urbanized Area.
3. METRO and Agency desire to enter into this Agreement for their mutual benefit of developing a project for the Metropolitan Transportation Improvement Program (MTIP). The MTIP schedules spending of federal transportation funds in coordination with significant state and local funds in the Portland metro region. It demonstrates how these projects relate to federal regulations regarding project eligibility, air quality impacts, environment justice and public involvement.
4. State, as the state agency responsible for pass-through Federal-Aid Surface Transportation Funds, is therefore a Party to this Agreement.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. The following documents are attached hereto and by this reference made a part of this Agreement:
 - a. Exhibit A – Statement of Work

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- b. Exhibit B – Contractor Certification
 - c. Exhibit C – Federal Provisions
2. The purpose of this Agreement is to enable Agency, through METRO, to identify solutions to accommodate freight traffic in North Portland, hereinafter referred to as "Project," as described in the Statement of Work, Exhibit A (scope, schedule and budget summary), attached hereto and by this reference made a part hereof.
 3. The Project shall be conducted as a part of the Federal-Aid Urban Surface Transportation Program (STP), Title 23, United States Code, Catalog of Federal Domestic Assistance (CFDA) No. 20.205. The total Project cost is estimated at \$600,000. The estimate for the total cost of the Project is subject to change. Federal Urban STP funds for this Project shall be limited to \$538,380. Agency shall be responsible for the matching funds. Agency's share of the match is \$61,620. Agency shall be responsible for all non-participating costs.
 4. The terms of this Agreement shall begin on the date all required signatures are obtained and Federal Highway Administration (FHWA) approval has been given and shall terminate on completion of the Project and final payment or two (2) calendar years following the date of the notice to proceed, whichever is sooner. This Agreement may be amended upon mutual consent of all Parties. No work shall begin on this Project until Agency receives written notice from State regarding federal approval for the use of Federal funds.
 5. The federal funding for this Project is contingent upon approval by the Federal Highway Administration (FHWA). Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency's expense.
 6. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.

AGENCY OBLIGATIONS

1. Agency shall be responsible for the performance of its share of the work described in Exhibit A.
2. Agency shall present invoices and required supportive documentation regarding specific tasks and the progress on said tasks as shown in Exhibit A (i.e. monthly progress statement), for 100 percent of actual eligible costs incurred by Agency on

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behalf of the Project directly to METRO's project manager for review and approval. Invoices and required supportive documentation shall be presented for periods of not less than one-month duration, based on actual eligible expenses incurred. Invoices shall display 100 percent of total eligible expenses incurred during the period of the invoice, and identify any matching amounts if applicable. Invoices shall also display a categorical breakdown of costs, such as personnel costs (salary and benefits), other direct charges, and indirect charges that are appropriate for this Project. Documentation must be received by METRO before payment will be made, and must include copies of receipts for expenditures or system-generated accounting reports that document actual expenses incurred. Travel expenses shall be reimbursed to Agency and METRO in accordance with the current State of Oregon Department of Administrative Services' rates. Agency shall be responsible for all matching funds and all non-participating costs. Agency's share of the match is \$61,620.

- a. Eligible Project expenses are those deemed allowable by Federal Office of Management and Budget (OMB) Circular A-87.
 - b. In the event the invoice is not approved, METRO shall request corrective action be taken and accomplished prior to approval of the invoice. The invoice shall be resubmitted with documentation supporting completion of the corrective action.
3. Agency shall keep accurate cost accounting records. The cost records and accounts pertaining to the work covered by this Agreement shall be retained by Agency for a period of six (6) years following final payment. Copies shall be made available upon request to either METRO or State. METRO and State may request a copy of Agency's records pertaining to this Project at any time. When the actual total cost of the Project has been computed, Agency shall furnish METRO with an itemized statement of final costs.
4. If the Agency engages a personal services contractor(s) to accomplish any work described in Exhibit A, the Agency shall:
- a. Select personal services contractor(s) in accordance with State and federal procedures (State contractor services will provide technical support to advise Agency on selection process on request).
 - b. Ensure that personal services contractors comply with all applicable federal laws, regulations, rules, policies and procedures pertinent to this Agreement.
 - c. Provide METRO's Project Manager with the opportunity to review and approve contractor's work, billings, and progress reports prior to approval by State.

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5. Agency's Project manager for this Agreement is Robert Hillier, 1120 SW 5th Avenue, Portland, OR 97204, (503) 823-7567, robert.hillier@portlandoregon.gov, or assigned designee upon individual's absence. Agency shall notify State and METRO's Project Managers in writing of any contract information changes during the term of this Agreement.

METRO OBLIGATIONS

1. In consideration for the services performed as shown on Exhibit A, METRO agrees to authorize State to make available on Agency's behalf, an amount not to exceed \$538,380 in Federal Urban STP funds. Agency shall be responsible for the matching funds. Agency's share of the match is \$61,620. Agency shall be responsible for all non-participating costs. Travel expenses shall be reimbursed to Agency and METRO in accordance with the current State of Oregon Department of Administrative Services' rates.
2. METRO certifies, at the time this Agreement is executed, that sufficient funds from METRO's Federal Urban STP allocation are available and authorized for expenditure to finance costs of the Project. METRO shall ensure inclusion of the Project in the MTIP using State STIP Key number 15597. If there is an amendment to the MTIP regarding the Project outlined in "Exhibit A," State's Project Manager shall be informed of the change, and an amendment to the STIP and this Agreement shall be made as needed.
3. METRO shall submit, to State, monthly cost reports, reimbursement requests and/or Agency invoices that have been approved by METRO for payment by State. METRO shall also provide, to State, quarterly progress reports regarding specific tasks and the progress on said tasks.
4. METRO shall keep accurate cost accounting records. The cost records and accounts pertaining to the work covered by this Agreement shall be retained by METRO for a period of six (6) years following final payment. Copies shall be made available upon request. State may request a copy of METRO's records pertaining to this Project at any time. When the actual total cost of the Project has been computed, METRO shall furnish State with an itemized statement of final costs.
5. METRO's Project manager for this Agreement is Anthony Butzek, 600 NE Grand Avenue, Portland, OR 97232-2736, (503) 797-1674, anthony.butzek@oregonmetro.gov, or assigned designee upon individual's absence. Metro shall notify State and Agency's Project Managers in writing of any contract information changes during the term of this Agreement.

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STATE OBLIGATIONS

1. State shall be responsible for obtaining FHWA approval to obligate the Urban STP Funds for this project.
2. Upon approval by FHWA, State shall send a Notice to Proceed to the Agency. This is the written notification indicating federal approval for the use of the federal funds.
3. In consideration for the services performed, and upon receipt of monthly Agency reimbursement requests from METRO along with invoices and supporting documentation approved by METRO, State shall review for approval and make payment to Agency for eligible costs also reviewed and approved by METRO. Said payment shall be within forty-five (45) days of receipt by METRO of the Project invoices and shall not exceed a maximum amount of \$538,380. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to Agency and METRO in accordance with the current State of Oregon Department of Administrative Services' rates.
4. State has no monetary obligation under this Agreement other than in its role as a "pass-through agency" to distribute Urban STP funds on behalf of METRO for the Project outlined in Exhibit A.
5. State's Project manager for this Agreement is Ross Kevlin of the State Region 1 Planning Section, 123 SW Flanders, Portland, OR 97209, or by phone at (503)731-8232, ross.p.kevlin@odot.state.or.us, or assigned designee upon individual's absence. State shall notify Agency and METRO's Project Managers in writing of any contract information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of all Parties.
2. State may terminate this Agreement effective upon delivery of written notice to METRO and Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If METRO or Agency fail to provide services called for by this Agreement and as further outlined in Exhibit A within the time specified herein or any extension thereof.
 - b. If METRO or Agency fail to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to

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- correct such failures within ten (10) days or such longer period as State may authorize.
- c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 4. METRO and Agency agree to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which hereby are incorporated by reference. Without limiting the generality of the foregoing, METRO and Agency expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 5. METRO and Agency shall perform the service under this Agreement as independent contractors and shall be exclusively responsible for all costs and expenses related to their employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
 6. All employers, including METRO and Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. METRO and Agency shall ensure that each of its subcontractors complies with these requirements.
 7. METRO and Agency acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of METRO and Agency which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment.

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Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

8. As federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by METRO representative. Agency also certifies to any provisions of Exhibit B and C which are applicable to its situation as a sub-sub recipient of federal funds.
9. The Parties shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless each other, their officers and employees from any and all claims, suits, and liabilities which may occur in their respective performance of this Project.
10. Notwithstanding the foregoing defense obligations under the paragraph above, no Party nor any attorney engaged by any Party shall defend any claim in the name of the other parties or any agency/department/division of such other Parties, nor purport to act as legal representative of the other Party or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of such other Parties. Each Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other Parties are prohibited from defending it, or that other Party is not adequately defending it's interests, or that an important governmental principle is at issue or that it is in the best interests of the Parties to do so. Each Party reserves all rights to pursue any claims it may have against the other if it elects to assume its own defense.
11. METRO and Agency as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for their organization's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon METRO and Agency's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of METRO and Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
12. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
13. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or

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representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2008-2011 Statewide Transportation Improvement Program, Key #15597 that was approved by the Oregon Transportation Commission on November 14, 2007.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways; to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission such as the Oregon Traffic Safety Performance Plan, or in a line item in the biennial budget approved by the Director.

SIGNATURE PAGE TO FOLLOW

METRO/Agency/State Agreement No. 26962

METRO, by and through Portland Urbanized Area Metropolitan Planning Organization

By _____

Date _____

By _____

Date _____

CITY OF PORTLAND, by and through its elected officials

By _____
Mayor

Date _____

By _____
Auditor

Date _____

APPROVED FOR LEGAL SUFFICIENCY

By _____
METRO Counsel

Date _____

By ~~_____~~
Agency Counsel

Date *Inda Neugebaur*
CITY ATTORNEY

10/26/10

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region Manager, Region 1

Date _____

APPROVED FOR LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

Agency Contact:

Robert Hillier, Project Manager
City of Portland - Transportation
1120 SW 5th Avenue
Portland, OR 97204
(503) 823-7567
robert.hillier@portlandoregon.gov

METRO Contact:

Anthony Butzek, Transportation Engineer
METRO
600 NE Grand Avenue
Portland, OR 97232
(503) 797-1674
anthony.butzek@oregonmetro.gov

State Contact:

Ross Kevlin, Senior Planner
ODOT- Region 1 – Long Range Planning
123 NW Flanders
Portland, OR 97209
(503) 731-8232
ross.p.kevlin@odot.state.or.us

STATEMENT OF WORK**North Portland Road/Columbia Boulevard Intersection Development Project****Background**

1. The North Portland Road/Columbia Boulevard intersection is located along the boundary of two (2) major industrial areas - Rivergate and the Columbia Corridor Industrial Districts, which contain the highest concentration of industrial sector employment in the Portland Metro region. This intersection links two (2) Priority Truck Streets, which are identified in the Agency's Transportation System Plan (TSP) as principal routes for truck mobility in and between industrial districts. This intersection also provides direct access to major regional multimodal freight facilities which include the Port of Portland Terminals 4, 5 and 6, and the Union Pacific's Barnes Rail Yard. This Project supports the goals identified in the Agency's TSP and the St. Johns Truck Strategy by providing a continuous and improved route for trucks instead of using the neighborhood street system.
2. Another goal of the TSP and the St. Johns Truck Strategy is to emphasize through truck movements on the North Columbia Boulevard/Burgard Street/Lombard Street ("around the horn") route and to prevent non-local truck traffic from using the local street system as a through route to the St. Johns Bridge. This would result in increased volumes of heavy trucks using the three (3) existing Columbia Boulevard bridge structures over Columbia Way and the Burlington Northern Santa Fe (BNSF) Railroad. Based on a "2004 ODOT Structure and Inventory Appraisal Report", the existing bridge structure over Columbia Way (Bridge No. 79) is currently rated as functionally obsolete.

Project Overview-Scope of Work

1. This Project will evaluate the feasibility of redesigning the North Portland Road/Columbia Boulevard intersection and connecting ramp structures to channel southbound trucks traveling on North Portland Road onto Columbia Boulevard as the preferred route to the Rivergate Industrial area and the St. Johns Bridge. The current configuration of this intersection encourages a southbound straight-through movement, under Columbia Boulevard, from North Portland Road onto Columbia Way and directly through the St. Johns neighborhood via Fessenden Street and St. Louis Avenue.
2. The goal of this Project is to identify and evaluate a range of transportation options to reinforce through-truck movements onto Columbia Boulevard and minimize cut-through truck traffic on neighborhood streets. This Project supports the policy objectives of the Portland Freight Master Plan and the St. Johns Truck Strategy by providing a continuous and improved route for trucks instead of using the neighborhood street system.

3. This Project will identify a range of transportation system and operational improvements to reinforce through-truck movements onto Columbia Boulevard, evaluate their effectiveness for achieving identified project goals and objectives, assess the feasibility for implementing recommended improvements, and identify project cost estimates. This Project will complete the planning and development phase and may include preliminary engineering and design elements including reconstructing the Columbia Boulevard intersection ramp, installing traffic islands on North Portland Road, and constructing an on-grade ramp to connect eastbound Columbia Boulevard to North Portland Road.
4. This Project will also include an engineering assessment for each of the three (3) Columbia Boulevard bridge structures over Columbia Way and the BNSF Railroad to identify current load ratings, structural improvement needs and cost estimates to accommodate an anticipated increase in heavy truck volume and over-weight loads along this segment of Columbia Boulevard.
5. Another component of this Project is evaluating the need for traffic calming and safety improvements along the North Columbia Way-Fessenden Street-St. Louis Avenue corridor from Columbia Boulevard to Lombard Street. This corridor includes straight and wide roadway segments that encourage non-local truck movements and excessive traffic speeds that create potential hazards for bicycles, pedestrians and local residence. Evaluating the need to develop traffic calming and safety improvements along this segment correlates directly with redesigning the North Portland Road/Columbia intersection to minimize through truck traffic and is an integral component of implementing the adopted St. Johns Truck Strategy. The St. Johns Truck Strategy specifically identifies these segments of Fessenden and St. Louis as recommended Traffic Calming/Safety improvement projects.
6. This Statement of Work will identify how the Agency plans to accomplish the tasks and deliverables for this Project either with its own forces or through its Consultant.

TASK 1.0 Project Management

Task 1.1 - Project Management

- 1.1.1 Agency or its Consultant shall be responsible for managing and completing the tasks and deliverables identified in this SOW and coordinating with the Project Management Team (PMT) to ensure completion within the Project timeline. Agency or its Consultant shall coordinate with all sub contractors, the PMT, and other Agency staff as needed throughout the duration of the Project.
- 1.1.2 Agency shall identify and form the PMT consisting of senior Portland Bureau of Transportation (PBOT) staff members that will be responsible for providing overall project management and direction throughout the process.

The PMT will be responsible for final approval of all work tasks and deliverables identified in this SOW.

- 1.1.3 Agency or its Consultant shall provide quality control such that draft and final deliverables undergo a peer review process prior to submittal to the State. Agency or its Consultant shall prepare work breakdown structure and critical path schedule for all tasks and deliverables necessary to complete the Project on time and within budget. Agency or its Consultant shall prepare and submit monthly invoices in a format approved by State. The monthly invoices will reflect the Project schedule and show the budgeted cost for each task, tasks completed/percent complete, actual cost/cost to date, billable hours per person per task, and cost of materials.

Schedule: Ongoing for duration of the Project

Agency Deliverables:

- A. Identify and form the PMT.
- B. Review and provide comments on the Consultant's Task 1.1 deliverables.

Agency's Consultant Deliverables:

- A. Prepare agenda and meeting notes for monthly PMT coordinating meetings (maximum of two (2) hours/each in length). Consultant Project Manager will attend all of the PMT coordinating meetings.
- B. Prepare a critical path schedule for project tasks and deliverables based on a work scope.
- C. Produce monthly progress reports that reflect the Project schedule and show the budgeted cost for each task and/or deliverable (see Exhibit A-1), tasks completed/percent complete, actual cost/cost to date, billable hours per person per task and/or deliverable, and cost of materials.
- D. Produce and submit monthly invoices by the 20th of each month.

Task 1.2 - Project Charter

- 1.2.1 Agency shall require its Consultant to coordinate with the PMT to schedule and facilitate a Project Chartering Meeting to develop consensus and commitment to the Project. The Project Chartering Meeting will familiarize members of the PMT with the project work scope, schedule, and budget. The process will identify the Project purpose, outline individual responsibilities, articulate expectations and performance measures, and develop operating guidelines. Agency shall require its Consultant to prepare a Project process diagram/critical path schedule, and prepare summary notes for the Project Chartering Meeting. Consultant Project Manager's, or their assigned designees, will attend the meeting on behalf of Agency's Consultant.

Schedule: Completion within two (2) months from Notice to Proceed

Agency Deliverables:

- A. Review and provide comments to its Consultant's Project Charter Meeting documents.

Agency's Consultant Deliverables:

- A. Develop a project charter and meeting agenda three (3) business days prior to the meeting and meeting notes within five (5) business days following the meeting.
- B. Consultant shall make Project Manager's available to prepare and facilitate a Project Charter Meeting as scheduled by PBOT.

TASK 2.0 Technical Review and Stakeholder Involvement

Task 2.1 - Technical Advisory Committee

- 2.1.1 Agency shall require its Consultant to lead and facilitate four (4) Technical Advisory Committee (TAC) meetings (maximum three (3) hours/meeting in length) and prepare meeting agendas, meeting notes and related review materials. Agency will determine the members of the TAC composed of representatives from various divisions within PBOT, Modal Coordinator, Agency Bureaus, and partnering agencies. The TAC will meet up to four (4) times at key milestones during the study process to review, inform and endorse project information and work products prior to the Stakeholder Committee Meetings and provide technical input to the PMT. Consultant Project Manager and up to four (4) other consultant team staff will attend these TAC meetings as appropriate. (Subject matter for the four (4) TAC meetings are identified within each task description where they occur.)

Schedule: Complete TAC membership roster within three (3) months from Notice to Proceed.

Agency Deliverables:

- A. Prepare the TAC membership roster.
- B. Host the TAC meetings at their offices, and invite members to each meeting.

Agency's Consultant Deliverables:

- A. Lead and facilitate up to four (4) TAC meetings and prepare agendas, meeting notes, and related review materials.

Task 2.2 - Stakeholder Interviews

- 2.2.1 Agency shall require its Consultant to conduct up to twenty (20) interviews with key stakeholders in the project area to clarify transportation issues related to: 1) redesigning the North Portland Road / Columbia Boulevard intersection to channel through truck movements onto Columbia Boulevard, and 2) implementing traffic calming and safety improvements

along the North Columbia Way-Fessenden Street-St. Louis Avenue corridor.

- 2.2.2 Prior to the Agency selecting the stakeholders for interview, the Agency shall require its Consultant to complete a profile of the community, consistent with many of the variables considered in environmental justice assessments (i.e., age, sex, economic status, race, and address), to support the interview candidate selection process. In addition, the interview candidates will be considered with respect to the level of impact they may experience associated with the level of through truck traffic penetrating the study area streets.
- 2.2.3 Based on this profile and other input, the Agency will select the stakeholders and prepare a stakeholder interview list. Agency shall require its Consultant to prepare a draft interview questionnaire for review by the Agency, and will update it with Agency edits. The questionnaire will include questions about the level of impact of through truck traffic, transportation needs in the area immediately surrounding the study area (the Columbia Way-Fessenden-St. Louis Avenue corridor), and their ideas about the organizations and/or individuals who could serve on the Stakeholder Committee, and what types of events they believe are meaningful for conveying information and gathering input for the larger community. Agency shall require its Consultant to schedule and facilitate the interviews and prepare notes from each interview. (The interview schedules will be shared with the Agency in case they wish to attend the interviews.) Agency shall require its Consultant to evaluate the results from the interviews and document the issues identified in a technical memorandum.

Schedule: Completion within three (3) months from Notice to Proceed

Agency Deliverables:

- A. Select the stakeholders and prepare a stakeholder interview list.

Agency's Consultant Deliverables:

- A. Complete a profile of residents in the area immediately surrounding the study area streets (the Columbia Way-Fessenden-St. Louis Avenue corridor). Profile information must include age, sex, race, and economic status for the study area.
- B. Prepare an interview questionnaire for Agency review.
- C. Schedule and conduct interviews; prepare notes of interview responses.
- D. Prepare a Technical Memorandum summarizing issues identified from all of the twenty (20) stakeholder interviews and submit electronically.
- E. Produce a detailed public involvement plan and schedule.

Task 2.3 - Stakeholder Committee

- 2.3.1 Agency shall require its Consultant to lead and facilitate up to six (6) Stakeholder Committee meetings and prepare meeting agendas, meeting notes and related review materials. Stakeholder Committee Meeting 1 will be a kickoff meeting for the Project. (Subject matter for the other five (5) Stakeholder Committee Meetings are identified within each task description where they occur.)
- 2.3.2 Agency will form a Stakeholder Committee composed of representatives from adjacent neighborhoods, local businesses, community groups, property owners, and members of the Portland Bicycle, Pedestrian and Freight advisory committees, based in part on the profile completed in Task 2.2, and the input from the stakeholder interviews also completed in Task 2.2. The Stakeholder Committee will meet up to six (6) times at key milestones during the study process to review, inform and endorse Project information and work products, and provide input to the TAC and PMT. Agency will prepare, maintain and update the Stakeholder Committee Membership roster; and host the meetings at their offices.
- 2.3.3 Consultant Project Manager and up to three (3) other consultant team staff will attend these Stakeholder Committee meetings as appropriate. (Subject matter for the four (4) TAC meetings are identified within each task description where they occur.)

Schedule: Completion Stakeholder Committee roster within three (3) months from Notice to Proceed

Agency Deliverables:

- A. Form a Stakeholder Committee and prepare the membership roster.
- B. Host the Stakeholder Committee meetings and invite members to each meeting.
- C. Host the 1st Stakeholder Committee Meeting to kickoff the Project.

Agency's Consultant Deliverables:

- A. Prepare agendas, meeting notes and related review materials for the 1st Stakeholder Committee Meeting, and facilitate the discussion.

Task 2.4 -- Public Events

- 2.4.1 After completion of the stakeholder surveys, the Agency and its Consultant team shall meet at the Agency Project Manager's office to discuss the various types of public events that would be most meaningful and useful to the community at large. For the purposes of this scope, Agency shall require its Consultant to lead and facilitate up to three (3) public events (i.e., workshops or open houses that would last up to three (3) hours each in length) in the St. Johns neighborhood; however, other public events may be determined to be more effective at reaching the

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larger community, and may be substituted for the three (3) public events as long as they do not increase the budget provided for this task. Agency or its Consultant shall prepare meeting agendas, handouts, media advisories and distribution lists, organize meetings and provide meeting summaries. Public stakeholder involvement activities will ensure outreach to identified environmental justice communities within the project area.

Schedule: Public Events to occur throughout duration of the Project

Agency Deliverables:

- A. Identify and reserve a location for the public events; and may incur any associated costs with use of the meeting location facility.

Agency's Consultant Deliverables:

- A. Documentation of meeting with the Agency to determine the most effective set of public events.
- B. Prepare meeting agendas, handouts, and lead and facilitate up to three (3) public workshops/open houses or other public events as determined from discussion with the Agency. (For budgeting purposes, three (3) public events are assumed. This includes public notifications (via web, media, etc.) to secure a reasonable turnout.)
- C. Update display materials prepared for the Stakeholder Committee and TAC meetings as is appropriate for use at public workshops/open house events.
- D. Prepare summaries of key issues raised during workshops/open house events.

TASK 3.0 Background Data Collection and Analysis**Task 3.1 - Existing and Future Traffic Conditions Analysis**

- 3.3.1 Agency or its Consultant shall compile and analyze baseline traffic conditions in the project area including traffic volumes, vehicle classifications, speed, turning movements, accident history, critical safety issues, roadway and intersection geometry and other relevant issues. Agency or its Consultant shall evaluate existing and future (Year 2035) levels of service, volume to capacity (v/c) ratios, and other operational conditions, and document identified performance deficiencies at the North Portland Road/North Columbia Boulevard intersection and on local streets that are reportedly experiencing through truck traffic. Agency or its Consultant shall collect the following data for analysis:

Agency's Consultant shall conduct turning movement counts at the following intersections:

1. North Columbia Boulevard at North Macrum Avenue (am and pm peaks)
2. North Columbia Boulevard at the ramp to/from Portland Road (pm peak)
3. North Columbia Way at North Macrum Avenue (am and pm peaks)
4. North Columbia Way at North Fessenden Street (am and pm peaks)

5. North St Louis Avenue at North Lombard Street (am and pm peaks)

Agency's Consultant shall conduct 24-hour bi-directional hose counts at the following locations:

1. On North Columbia Boulevard, between North Oregonian Avenue and North Macrum Avenue
2. On North Columbia Boulevard, between the North Columbia Way on ramp and North Clarendon Avenue
3. On North Portland Road, between the ramp to/from North Columbia Boulevard and the first railroad crossing to the north
4. On North Columbia Way, between the ramp to/from North Columbia Boulevard and the ramp from North Columbia Way to North Columbia Boulevard
5. On the ramp between North Columbia Way and North Columbia Boulevard
6. On North Fessenden Street, between North Alma Avenue and North Midway Avenue

Agency's Consultant shall conduct a 24-hour bi-directional vehicle classification count on North Fessenden Street, between North Alma Avenue and North Midway Avenue.

Agency's Consultant shall conduct travel time runs on the following routes:

1. The ramp from North Columbia Boulevard to North Columbia Way, to North Columbia Way, to North Fessenden Street, to North St Louis Avenue, to immediately across North Lombard Street (six (6) runs during the pm peak)
2. North Columbia Boulevard immediately west of the ramp to North Columbia Way, to North Burgard Road, to North Lombard Street, to North St Louis Avenue immediately beyond North Lombard Street. (six (6) runs during the pm peak)

Agency's Consultant shall conduct an origin-destination study of drivers traveling on North Fessenden Street from North Columbia Way to North Lombard Street. This study is to be conducted during the peak hour of westbound traffic on North Fessenden Street. Observation points must be at the following locations:

1. North Macrum Avenue, south of North Columbia Boulevard
2. North Fessenden Street, west of North Columbia Way
3. North St Louis Avenue, in advance of North Lombard Street

Agency's Consultant shall conduct typical crash analysis using the data provided by the Agency. Emphasis must be placed on the following:

1. Reviewing the Columbia-Burgard-Lombard corridor as well as the Columbia Way-Fessenden- St Louis corridor
2. Identifying trends in crash type and location
3. Identifying crashes that involved trucks

Agency's Consultant shall conduct a capacity Analysis Process (Existing and Future Conditions)

1. Construct Synchro street network that includes the first four (4) turning movement count locations and the ramp from North Columbia Way to North Columbia Boulevard
2. Identify existing intersection channelization
3. Identify existing signal timing plans for each intersection

4. Determine growth factor to convert existing traffic counts to design year traffic volumes, which will be provided by Agency.
5. Apply growth factor to the existing pm peak period traffic counts
6. Calibrate the network model reflect current pm peak period intersection queuing conditions
7. Calculate basic measures of effectiveness for each intersection. This describes the "No Build" condition

3.1.2 In addition to the intersection analysis, the existing roadway characteristics of the connecting transportation network shall be compiled for use in the evaluation including: street network functional classifications, roadway geometrics (i.e., lane width, grade, roadway condition, etc.), traffic controls, existing transit service, bicycle and pedestrian facilities, traffic accident data (most recent three (3) years available), and other relevant data to evaluate existing traffic conditions. Agency or its Consultant shall also conduct an origin and destination survey to distinguish between local and through truck traffic along the North Columbia Way-Fessenden Street-St. Louis Avenue corridor.

Schedule: Completion within four (4) months from Notice to Proceed

Agency Deliverables:

- A. Review and provide comments to its Consultant's draft technical memorandum on Existing and Future Traffic Conditions.

Agency's Consultant Deliverables:

- A. Create exhibits/figures of the study area and connecting transportation network.
- B. Assemble and organize turning movement, automatic traffic recorder counts, vehicle classification, travel time, origin-destination survey, and accident data, for use in analysis and for documentation.
- C. Provide a draft Existing and Future Traffic Conditions Technical Memorandum (delivered in both electronic and hard copy format).
- D. Provide a final Existing and Future Traffic Conditions Technical Memorandum (delivered electronically) incorporating comments provided by the Agency Project Manager.

Task 3.2 - Planning and Policy Analysis

- 3.2.1 Agency's Consultant shall prepare a technical memorandum summarizing relevant Planning and Policy Data including:
 - A. Neighborhood history.
 - B. Previous planning efforts and studies to include St. Johns Truck Strategy, Columbia Corridor Transportation Study, St. Johns-Lombard Plan).
 - C. Transportation System Plan (TSP) function and design classifications.
 - D. Comprehensive Plan and Zoning designations.

- E. Significant features and attractors in the study area.
- F. Summary of existing residential, commercial and industrial uses in the study area.

Schedule: Completion within four (4) months from Notice to Proceed

Agency Deliverables:

- A. There are no Agency deliverables with this task

Agency's Consultant Deliverables:

- A. Create exhibits/figures of land use, zoning and TSP classifications, and significant features and attractors.
- B. Provide a Technical Memorandum summarizing planning and policy analysis (delivered electronically).

Task 3.3 - Engineering Assessment of Bridge Structures

- 3.3.1 Agency or its Consultant shall complete Tier 1 load sufficiency ratings for each of the three (3) City-owned Columbia Boulevard bridge structures over Columbia Way and the BNSF Railroad (B78, B78A and B79) for HS 20, Oregon Legal Loads, and Oregon Permit Loads 5 through 7. The load rating must consider present superstructure condition rating, as well as additional load rating for expected deterioration in the superstructure to an assumed future condition rating of four (4). Agency's Consultant shall also perform an assessment of the structural improvement needs to accommodate increased heavy truck volumes and over-dimensional loads.

Schedule: Completion within four (4) months from Notice to Proceed

Agency Deliverables:

- A. Review and provide comments to its Consultant's draft report on Engineering Assessment of Bridge Structures.

Agency's Consultant Deliverables:

- A. Provide load rating reports and summary sheets for each bridge, for present condition ratings and assumed future deteriorated condition ratings, for review by PBOT staff.
- B. Prepare a draft report on its Engineering Assessment of Bridge Structures, including improvement needs with associated cost estimates for review by PBOT staff (delivered in both electronic and hard copy format).
- C. Prepare a final report Engineering Assessment of Bridge Structures based on comments and suggestions from PBOT staff (delivered in both electronic and hard copy format).

Task 3.4 - Opportunities, Constraints and Project Needs Report

- 3.4.1 Agency or its Consultant shall prepare an *Opportunities, Constraints and Project Needs Report* based upon the information developed from the technical analysis of existing traffic conditions, planning and policy analysis, and stakeholder interviews, and input collected from the TAC, Stakeholder Advisory Committee, and Public Workshop Meetings. The *Opportunities, Constraints and Project Needs Report* will include a problem statement and identify project goals and objectives that will form the basis for developing potential solutions and evaluating alternatives.

Schedule: Completion within five (5) months from Notice to Proceed

Agency Deliverables:

- A. Review and provide comments to its Consultant's draft Opportunities, Constraints and Project Needs report.
- B. Host the 1st TAC Meeting and 2nd Stakeholder Committee.

Agency's Consultant Deliverables:

- A. Prepare a draft Opportunities, Constraints and Project Needs Report (delivered in both electronic and hard copy format).
- B. Prepare a final Opportunities, Constraints and Project Needs Report (delivered in both electronic and hard copy format) incorporating comments provided by the Agency Project Manager.
- C. Prepare agendas, meeting notes and related review materials for the 1st TAC Meeting and the 2nd Stakeholder Committee Meeting.
- D. Present findings of Opportunities, Constraints and Project Needs Report to TAC and Stakeholder Committee.

TASK 4.0 Develop and Evaluate Options/ Solutions**Task 4.1 - Develop Project Evaluation Criteria**

- 4.1.1 Based upon the information contained in the *Opportunities, Constraints and Project Needs Report*, Agency or its Consultant shall propose evaluation criteria to assess the effectiveness of transportation improvements and alternatives for achieving identified project goals and objectives. Agency or its Consultant shall work with PBOT, the Project TAC and the Stakeholder Committee to finalize the evaluation criteria.

Schedule: Completion within six (6) months from Notice to Proceed

Agency Deliverables:

- A. There are no Agency deliverables with this task

Agency's Consultant Deliverables:

- A. Report on evaluation criteria for assessing the effectiveness of identified alternatives (delivered electronically).

Task 4.2 - Brainstorm Transportation Options/Solutions

- 4.2.1 In a brainstorming session the Agency's Consultant shall prepare up to ten (10) conceptual transportation improvements to include, but not be limited to:
- 1) reconstructing the intersection ramp from Columbia Boulevard at North Portland Road to improve heavy truck ingress and egress movements,
 - 2) installing traffic islands on North Portland Road to encourage southbound traffic to use Columbia Boulevard rather than continue onto Columbia Way and to prevent truck traffic from making right turns onto North Portland Road from the Columbia Boulevard egress ramp,
 - 3) constructing a new on-grade ramp to connect eastbound Columbia Boulevard to North Portland Road via Columbia Way,
 - 4) developing low-cost operational improvements such as traffic signalization, signage or one-way directional movement on Columbia Way,
 - 5) installing curb extensions, speed humps/bumps, chicanes, reduced speed limits, crossing improvements along the North Columbia Way-Fessenden Street-St. Louis Avenue corridor.

The identified options/solutions must be consistent with the goals and objectives established for this Project and developed in both narrative and graphical form, including pros and cons and general range of costs ("low, medium and high") associated with each of the options/solutions (up to ten). At least three options/solutions will be developed for the North Portland Road/North Columbia Boulevard intersection.

The Agency Project Manager and staff may attend its Consultant brainstorming session.

Schedule: Completion within seven (7) months from Notice to Proceed

Agency Deliverables:

- A. Review and provide comments to its Consultant's draft Ten Identified Options/Solutions report.
- B. Host the 2nd TAC Meeting and the 3rd Stakeholder Committee Meeting and invite members to each meeting.

Agency's Consultant Deliverables:

- A. Prepare draft and final version Technical Memorandum of the Ten Identified Options/Solutions (delivered in both electronic and hard copy format).
- B. Prepare a final Ten Identified Options/Solutions (delivered in both electronic and hard copy format) technical memorandum incorporating comments provided by the Agency Project Manager.
- C. Prepare agendas, meeting notes and related review materials for the 2nd TAC Meeting and the 3rd Stakeholder Committee Meeting.

Task 4.3 - Project Screening and Refinement Analysis of Initial Transportation Options/Solutions

- 4.3.1 Agency or its Consultant shall apply the evaluation criteria developed in Task 4.1 to the transportation options/solutions (up to ten) developed in Task 4.2 and propose up to three (3) options/solutions for traffic calming and safety improvements along the Columbia Way/Fessenden/St. Louis corridor, and up to three (3) options/solutions for the North Portland Road/North Columbia Boulevard intersection that, in the Consultant teams judgment, best meet the evaluation criteria, for further analysis. Agency or its Consultant shall present the analysis to the Project TAC and Stakeholder Committee (both meetings held at Agency Project Manager's office) to identify potential projects for further refinement and analysis, including the no build option.

Schedule: Completion within Eight (8) months from Notice to Proceed

Agency Deliverables:

- A. Host the 3rd TAC Meeting and the 4th Stakeholder Committee Meeting and invite members to each meeting.

Agency's Consultant Deliverables:

- A. Complete a screening analysis in order to propose six (6) options/solutions for further analysis.
B. Prepare a Project Screening and Refinement Analysis Technical Memorandum (delivered in both electronic and hard copy format).
C. Prepare agendas, meeting notes and related review materials for the 3rd TAC Meeting and the 4th Stakeholder Committee Meeting.

TASK 5.0 Identify Recommended Improvements**Task 5.1 - Recommendations and Implementation**

- 5.1.1 Based on the results of the Project Screening and Refinement Analysis of the six (6) options/solutions in Task 4.3, Agency or its Consultant shall identify and recommend the most viable traffic calming and safety improvements for the Columbia Way-Fessenden-St. Louis corridor and transportation concepts for the North Portland Road/North Columbia Boulevard intersection. Agency or its Consultant shall prepare a report that identifies the effect of the improvements on transportation operations and performance, right of way and environmental impacts, and planning level (i.e., unit quantities and unit costs) cost estimates; and identifies the steps necessary for project implementation and funding. Agency or its Consultant shall present the draft recommendations to the Project TAC and Stakeholder Committee (at the Agency Project Manager's office) for further review and comment.

Schedule: Completion within ten (10) months from Notice to Proceed

Agency Deliverables:

- A. Review and provide comments to its Consultant's draft Recommendations and Implementation report.
- B. Host the 4th TAC Meeting and the 5th Stakeholder Committee Meeting and invite members to each meeting.

Agency's Consultant Deliverables:

- A. Provide a draft Recommendations and Implementation report (delivered in both electronic and hard copy format) summarizing recommended improvements which includes a graphical and narrative description of the recommended improvements, operations analyses, corresponding cost estimates, right of way and environmental impacts, and potential funding sources. The report shall also include an implementation plan (which describes plan priorities, low cost and higher cost items, ability to phase improvements, and matches improvements to existing funding programs) for the recommended improvements.
- B. Prepare a final Recommendations and Implementation report (delivered in both electronic and hard copy format) incorporating comments provided by the Agency Project Manager.
- C. Prepare agendas, meeting notes and related review materials for the 4th TAC Meeting and 5th Stakeholder Committee Meeting.

TASK 6.0 Final Report and Recommendations**Task 6.1 - Final Report and Recommendations**

- 6.1.1 Agency or its Consultant shall prepare a final report based on the refinement analysis identified in Task 5.1. The final report shall include concept plans for the North Portland Road/Columbia Boulevard intersection as well as small-scale operational traffic calming and safety improvements along the North Columbia Way-Fessenden Street-St. Louis Avenue corridor, and corresponding updated cost estimates. The final report will be provided to the Stakeholder Committee at their 6th meeting.

Schedule: Completion within twelve (12) months from Notice to Proceed

Agency Deliverables:

- A. Review and provide comments to its Consultant's draft Final Report.
- B. Host the 6th Stakeholder Committee Meeting and invite members to each meeting.

Agency's Consultant Deliverables:

- A. Prepare a draft Final Report (delivered in both electronic and hard copy format) of recommended improvements and corresponding cost estimates.
- B. Prepare a Final Report (delivered in both electronic and hard copy format) of recommended improvements and corresponding cost estimates incorporating comments provided by the Agency Project Manager.

- C. Prepare agendas, meeting notes and related review materials for the 6th Stakeholder Committee Meeting.

CONTINGENCIES

ADDITIONAL TASK 2.5 Two Additional TAC Meetings

- 2.5.1 Agency believes that during the course of the Project they may find it desirable to hold two (2) additional meetings of the TAC, and wants them to be considered as contingency scope/budget items.
- 2.5.2 If authorized by the Agency Project Manager and State to hold these two (2) additional meetings, the following activities must be completed:

Schedule: Completion before conclusion of North Portland Road/North Columbia Boulevard Project Development Plan

Agency Deliverables:

- A. Schedule and host the two TAC meetings at PBOT offices.
B. Invite TAC members and other guests to the meetings.

Agency's Consultant Deliverables:

- A. Lead and facilitate two (2) TAC meetings and prepare agendas, meeting notes and related review materials.
B. Up to four (4) Consultant team staff members shall attend both TAC meetings.

The Not-to-Exceed (NTE) amount for completing this contingency Task 2.5 is \$8,712 and is only billable if authorized by the Agency Project Manager and State.

ADDITIONAL TASK 3.5 Survey Data Collection

- 3.5.1 Agency believes that at this time, collection of engineering-level survey data is not warranted for North Portland Road/North Columbia Boulevard Project Development Plan; however, they wish to reserve the elements of this task as shown below as contingency scope/budget.
- 3.5.2 If authorized by the Agency Project Manager and State, Agency's Consultant shall collect and compile design engineering-level survey data of existing conditions (i.e., base elevation data, location of utilities, key topographic features, etc.) at three (3) locations, and will process these data (including underground utilities, right-of-way, and environmental conditions data) for one (1) location, sufficient for completing preliminary engineering of improvements that are advanced through the North Portland Road/North Columbia Boulevard Project Development Plan.

Schedule: Completion within five (5) months from Notice to Proceed.

Agency Deliverables:

There are no Agency deliverables with this task.